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## EEOC v. Cash & Go, LTD.

Judge Hayden Head

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## EEOC v. Cash & Go, LTD.

### Keywords

EEOC, Cash & Go, 2:04-cv-00416, disparate treatment, compensation, termination, sex, female, financial service, employment law, title VII

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**CASH & GO, LTD.,**

**Defendant.**

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**Civil Action No. C-04-416**

**CONSENT DECREE**

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Cash & Go, Ltd. ("Cash & Go"). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. C-04-416. The EEOC initiated this lawsuit under Sections 16(c) and 17 of the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. §§ 216(c) and 217, and the Equal Pay Act of 1963, codified as Section 6(d) of the FLSA, 29 U.S.C. § 206(d) ("EPA"); Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII"); and Section 102 of Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The EEOC and Cash & Go wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in the Decree. By entering into this Consent Decree, Cash & Go expressly denies the validity of any claim and/or cause of action asserted in the Complaint, and Cash & Go enters into this Consent Decree for the sole purpose of avoiding the expenses associated with this litigation. Cash & Go further asserts that by entering into this

Consent Decree it makes no admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the EEOC's filing of this action have been met. The parties stipulate to the Court's jurisdiction.

2. This Decree is entered in full and complete settlement of all claims contained in this lawsuit, all of which are hereby released by the EEOC. This release extends to Cash & Go, Ltd., as well as its officers, employees, directors, agents, partners, personal representatives, successors, and assigns. EEOC expressly reserves its right to process and litigate any other charges (other than EEOC Charge No. 36B-2003-00102) against Cash & Go, which may now be pending or may in the future be filed against Cash & Go.

#### SCOPE OF CONSENT DECREE

3. The duration of this Decree shall be three (3) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter further orders or modifications as may be appropriate. Any violation of the Consent Decree by Cash & Go or its agents, assigns or successors shall toll the running of this three-year period as of the date of the violation for the period of such violation.

#### INJUNCTIVE PROVISIONS

4. Cash & Go is hereby enjoined from:

(a) Engaging in or being a party to any action, policy or practice that has the effect of discriminating against any employee on the basis of sex, including termination based on sex;

(b) Creating, facilitating or permitting the existence of a work environment that permits the unlawful payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex.

(c) Creating, facilitating or permitting the existence of a work environment that permits discrimination on the basis of sex, female.

#### TRAINING

5. Within ninety (90) days of the entry of this Consent Decree, Cash & Go shall provide, through Nancy H. Hamren with the law firm of COATS ROSE, or another attorney board certified in labor and employment law licensed in the State of Texas, four (4) hours of Equal Employment Opportunity training for all of its exempt personnel employed in the State of Texas. During the remaining term of this Consent Decree and within ten (10) days of the anniversary of the date of entry of the Consent Decree, Cash & Go shall provide this same training for all new exempt personnel, and for those exempt employees who missed the initial training session. This training shall cover what constitutes unlawful employment practices under the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964.

#### POSTING REQUIREMENT

6. Within ten (10) business days after entry of this Decree, Cash & Go shall post copies of the Notice attached as Exhibit "A" to this Decree at all of its facilities in all conspicuous locations easily accessible to and commonly frequented by employees. Cash & Go shall ensure that the postings are not altered, defaced or covered by any other material. Cash & Go shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Cash & Go shall permit a representative of EEOC to

enter Cash & Go's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

MONETARY RELIEF

7. No later than thirty (30) days after the entry of this Consent Decree, Defendant Cash & Go shall raise the current gross pay of Linda Valenzuela by \$232.09 per pay period; Kitty Sue Hash by \$38.46 per pay period; and Patricia Livas by \$142.31 per pay period. In addition, Ms. Livas will be eligible for bonuses on the same terms as other Area Managers.

8. Cash & Go, in settlement of this dispute, shall pay a total gross sum of \$105,000.00 (ONE HUNDRED FIVE THOUSAND DOLLARS AND NO/CENTS) which shall be apportioned as follows:

(a) No later than thirty (30) days after the entry of this Decree, Defendant shall pay, by check and mailed directly to each class member, its first installment of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) to be apportioned as follows:

Connie Damron 110 Whispering Wind Lane Aransas Pass, Texas 78336	<u>\$15,000.00</u>
Linda Mendieta Valenzuela 207 E. Broadway St. Portland, Texas 78374	<u>\$4,000.00</u>
Araceli "Sally" Ortega 7813 Caribou Dr. Corpus Christi, Texas 78414	<u>\$3,500.00</u>
Lea Ann Liserio 2613 Mary Corpus Christi, Texas 78415	<u>\$500.00</u>
Patricia Livas 1205 Salem Corpus Christi, Texas 78412	<u>\$500.00</u>

Silvia Rodriguez \$1000.00  
5725 Curtis Clark Drive #1322  
Corpus Christi, Texas 78412

Doris Park \$500.00  
321 Juniper Drive  
Corpus Christi, Texas 78418

(b) The remaining \$80,000.00 (EIGHTY THOUSAND AND NO/100) shall be paid over the next three (3) years, in quarterly installments, with the first of the quarterly payments due on or before January 1, 2006, and payments due thereafter on or before the first day of April, July, and October, until full payment of the outstanding balance, with the last of the quarterly installments to be paid on or before October 1, 2008.

Eleven (11) quarterly payments due on or before January 1, 2006; April 1, 2006; July 1, 2006; October 1, 2006; January 1, 2007; April 1, 2007; July 1, 2007; October 1, 2007; January 1, 2008; April 1, 2008; and July 1, 2008, shall be apportioned as follows:

- (1) \$2,633.33 to Connie Damron;
- (2) \$2,020.83 to Linda Valenzuela;
- (3) \$1,170.83 to Araceli "Sally" Ortega;
- (4) \$ 325.00 to Lea Ann Liserio;
- (5) \$ 245.83 to Patricia Livas;
- (6) \$ 162.50 to Silvia Rodriguez; and
- (7) \$ 108.33 to Doris Park.

Final quarterly payment, due on or before October 1, 2008, shall be apportioned as follows:

- (1) \$2,633.37 to Connie Damron;
- (2) \$2,020.87 to Linda Valenzuela;

- (3) \$1,170.87 to Araceli "Sally" Ortega;
- (4) \$ 325.00 to Lea Ann Liserio;
- (5) \$ 245.87 to Patricia Livas;
- (6) \$ 162.50 to Silvia Rodriguez; and
- (7) \$ 108.37 to Doris Park.

(c) The balance due under subparagraph (b) hereto, may be paid in full prior to the date(s) due, with no penalty.

9. A copy of all the settlement checks, and any accompanying transmittal documents shall be forwarded to Robert B. Harwin, Regional Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

10. All payments made by Cash & Go herein shall be gross payments subject to taxes and any other withholding requirements under applicable law.

#### MISCELLANEOUS PROVISIONS

11. In response to inquiries from prospective employers, Cash & Go will provide a reference for identified class members limited to verification of dates of employment and positions held.

12. The EEOC shall have the right to ensure compliance with the terms of this Consent Decree.

13. The parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action. The parties agree that, pursuant to Section 706(k) of Title VII, 42 U.S.C. section 2000e-5(k), there is no "prevailing party" in this action or proceeding.


The Clerk shall furnish a copy hereof to each attorney of record.



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SO ORDERED.

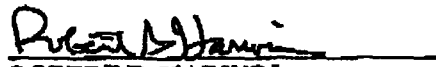
Signed this 17 day of Oct, 2005.

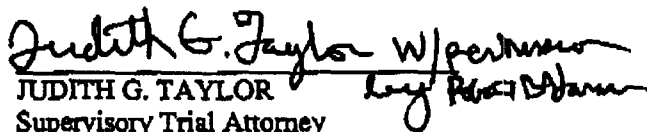
  
HAYDEN HEAD  
UNITED STATES DISTRICT JUDGE

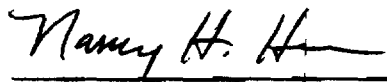
Respectfully Submitted,

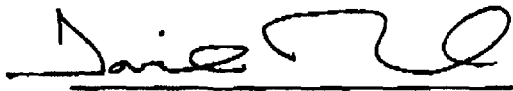
JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
ROBERT B. HARWIN  
Regional Attorney  
District of Columbia Bar No. 076083

  
JUDITH G. TAYLOR  
Supervisory Trial Attorney  
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PATRICK E. GAAS  
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Federal ID No. 10583  
Attorney-in-Charge

  
DAVID RIVELA  
Trial Attorney  
Texas State Bar No. 00797324  
Attorney-in-Charge

SEP-15-2005 08:10

COATS ROSE YALE RYMAN, LEE

P.10/11

Sep-15-05 08:17am From-EEOC

210-281-7669

T-901 P.010/011 F-862

COATS ROSE YALE RYMAN & LEE, P.C  
3 Greenway Plaza, Suite 2000  
Houston, Texas 77046  
Telephone: (713) 651-0111  
Facsimile: (713) 651-0220

ATTORNEYS FOR DEFENDANT

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
5410 Fredericksburg Rd. Suite 200  
San Antonio, Texas. 78229  
Telephone: (210)281-7619  
Facsimile: (210)281-7669

ATTORNEYS FOR PLAINTIFF

## EXHIBIT A

### **NOTICE AS REQUIRED UNDER THE EQUAL PAY ACT AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**

1. This NOTICE to all employees of Cash & Go, Ltd. ("Cash & Go") is being posted as part of an agreement between Cash & Go and the U.S. Equal Employment Opportunity Commission.
2. Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin, or age with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment. Basing employment actions on the gender of an employee may also constitute a violation of the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964, as amended, and any such conduct is a violation of company policy.
3. Cash & Go strongly supports and will comply with such Federal law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the U.S. Equal Employment Opportunity Commission.
4. If you believe you are being discriminated against in any term or condition of your employment because of your race, religion, color, national origin, sex, or disability, you are encouraged to seek assistance from supervisory personnel, or from the U.S. Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229-3555, (210) 281-7600 or 1-800-669-4000.
5. No retaliatory action may be taken against you for seeking assistance, filing a charge, or communicating with the U.S. Equal Employment Opportunity Commission.